

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NO. W912DR-04-T-0164	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 07-Oct-2004	PAGE OF PAGES 1 OF 49
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO. BPA AGREEMENT	
7. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201 TEL: FAX:		CODE W912DR	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX:		
9. FOR INFORMATION CALL:	A. NAME GLORIA J FROST		B. TELEPHONE NO. <i>(Include area code)</i> (NO COLLECT CALLS) 410-962-3534		
SOLICITATION					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date)</i> : DEMOLITION OF HOMES IN PLOT & GREENRIDGE FLOOD NEIGHBORHOODS SEE ENCLOSED SCOPE OF WORK AND PROVIDE A PROPOSAL FOR THE TWO LOCATIONS, 2514 AND 2518 AMELIA AVENUE, SCRANTON, PA PER THE ENCLOSED SURVEY LETTERS. SEE BPA TERMS AND CONDITIONS					
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>730</u> calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input checked="" type="checkbox"/> negotiable. <i>(See _____.)</i>					
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				12B. CALENDAR DAYS	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>02:00 PM</u> <i>(hour)</i> local time <u>14 Oct 2004</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>10</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.					

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>										
OFFER (Must be fully completed by offeror)										
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>					
					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14					
CODE		FACILITY CODE								
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>										
AMOUNTS		SEE SCHEDULE OF PRICES								
18. The offeror agrees to furnish any required performance and payment bonds.										
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>										
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE				20C. OFFER DATE	
AWARD (To be completed by Government)										
21. ITEMS ACCEPTED:										
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA								
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)				
26. ADMINISTERED BY		CODE				27. PAYMENT WILL BE MADE BY:		CODE		
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE										
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>					
30B. SIGNATURE		30C. DATE			TEL:			EMAIL:		
					31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE		

Section 00010 - Solicitation Contract Form

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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Section 00800 - Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
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CLAUSES INCORPORATED BY FULL TEXT

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$50.00** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.211-18	Variation in Estimated Quantity	APR 1984
52.215-19	Notification of Ownership Changes	OCT 1997
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.227-6	Royalty Information	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.236-1	Performance of Work by the Contractor	APR 1984
52.236-2	Differing Site Conditions	APR 1984

52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.231-7000	Supplemental Cost Principles	DEC 1991
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.242-7000	Postaward Conference	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
0.6%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from

Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered areas" are

PA Lackawanna; PA Luzerne; PA Monroe

(End of provision)

GENERAL REQUIREMENTS

GENERAL REQUIREMENTS FOR BLANKET PURCHASE AGREEMENT

The contractor shall provide all management, supervision, labor, materials, tools and equipment necessary to perform construction of new facilities, and repair/modify existing facilities, utilities, and site work in accordance with the below clause entitled "Scope of Work". Whenever the words "Contracting Officer" or Government appear, this will also include direction/concurrence with the Ordering Officer, Mr. James P. Moore.

The scope of services shall be negotiated fixed priced Blanket Purchase Agreement (BPA) construction call records. Upon notice from the Ordering Officer of a requirement, the Contractor shall submit a price proposal to the Government for each potential call record. The proposal submitted by the Contractor shall be a detailed proposal comprised of a breakdown of labor, material and equipment quantities and costs. This breakdown shall also be required for any subcontractors.

PLACE OF PERFORMANCE

The area of work will be performed at various locations in the Plot and Green Ridge sections of the City of Scranton.

PERIOD OF PERFORMANCE

The period of performance for this Blanket Purchase Agreement (BPA) shall be for a 24 (twenty-four) month period, beginning with the date of this BPA (block 3, page 1) or upon reaching a total maximum amount of \$500,000.00, whichever occurs first. Calls under this Agreement may be issued during the entire performance period. Expiration of the performance period during which orders may be issued shall not affect any order placed prior to the expiration of such period.

CONTRACT VALUE

The total maximum Blanket Purchase Agreement value shall be \$500,000.00. No individual call under this agreement shall exceed \$25,000.

EXTENT OF OBLIGATION

The government is obligated to the extent of authorized calls actually placed against this blanket purchase agreement.

The following authorized individuals are authorized to request performance under the blanket purchase agreement (identified by position title and/or name)

1) William (Tony) Epps, Gloria Frost, Jackie Henderson, Cheri Ames and Sandy Wicks, Purchasing Agents, Simplified Acquisition Team, Contracting Division, Baltimore District. No individual call shall exceed \$25,000.00.

2) Patricia J. Hensley, Contracting Officer, Team Leader, Simplified Acquisition Team, Contracting Division, Baltimore District. No individual call shall exceed \$25,000.00.

3) James P. Moore, Ordering Officer/Resident Engineer, Baltimore District. No individual call shall exceed \$25,000.00.

PRICING

The prices to the Government shall be as low, or lower than those charged the contractor's most favored customer. The call record total price shall be lowest bid price for completion of all work as required. Whenever profit is negotiated as an element of price with either prime or subcontractor, a reasonable profit shall be negotiated or determined by using the OCE Weighted Guidelines method outlined in EFARS 15.902. Preparation of proposals by the Contractor shall not constitute an obligation by the Government to issue a call record for performance, nor is the request for proposal to be construed as the Contractor's authority to commence construction activity. Upon receipt of the Contractor's proposal, the Government shall review the proposal for completeness, accuracy, and reasonableness. The government may accept the proposal as stated or negotiate any aspect of the proposal. Each call record shall include the following information: (1) Date of the BPA call, (2) BPA Contract number and BPA call number, (3) Item number and description, quantity, unit prices, and total BPA call price, (4) Commencement and BPA call performance period, (5) Accounting and appropriation data, and (6) Scope of work. Upon receipt of the BPA call, the contractor shall use the BPA call number for internal control. All proposals, schedules, vouchers, correspondence, etc. must cite the BPA call number, as it is the Government's tracking mechanism.

SCOPE OF WORK

a. **PURPOSE:** The intent of this contract is to issue fixed priced construction call records through a Blanket Purchase Agreement (BPA) that provides the Government with a cost effective rapid response to the demolition of residential as well as commercial properties and the reduction of those properties to clean graded/seeded lot in advance of the construction of a local flood protection project. The general requirements for the nature and categories of work to be performed under this contract include but are not limited to the following: demolition of single/multi-story structures, site clearing, utility terminations, earthwork, site restoration including final grading, top soiling and seeding, and environmental remediation.

b. **EXECUTION OF MULTIPLE CALL RECORDS:** The work extends beyond a single construction effort and may require planning, scheduling, material procurement, and simultaneous management of multiple work crews at various locations. Call Records issued under this Agreement are often time critical and highly visible in nature. It is imperative that the contractor is capable of quickly providing a flexible and multi-disciplined work force.

c. **CORPS OF ENGINEERS LIAISON:** The Contractor's management/ supervision shall interface with the Ordering Officer (OO). The OO is responsible for day to day Government/Contractor liaison, submittal review/approval, phased inspections, coordination with the tenant, payment requests approval etc. Only the Contracting Officer or OO may direct "changes" to the call record order scope of work. Notify the OO a minimum of 24 hours prior to the actual commencement of work.

d. **CONTRACTOR'S MANAGEMENT AND SUPERVISION:** The contractor must execute a flow of independent call records and adjust his craft mix without impacting other contractors, occupants, neighbors, or tenant operations. The contractor must effectively manage his subcontractors to insure that the government is provided a "seamless" level of effort on each call record. The contractor shall provide a full time on-site supervisory representative for any BPA calls as determined by the Ordering Officer. The superintendent shall be English-speaking.

e. **WORK TASKINGS:** Call Record scopes will normally be a simple performance narrative, but may include a more complex fully designed product (100% plans and specs). Where full and specific scope details can not be provided, the Contractor and the Government will reach an agreement on line item identity, quantity and performance period to substantially fulfill the intent of the call record.

CALL RECORD PREPARATION

SITE VISIT: Upon receiving a request for proposal from the Ordering Officer, the contractor shall meet with the Corps' designated representative responsible for coordinating/negotiating the call record. An initial site visit and scope clarification meeting(s) may be performed to further define and/or clarify the call record requirements. The contractor shall comply with the following time schedule for submittal of a proposal, based on the estimated value of the call record:

Estimated Value of BPA call	Schedule
Under \$ 10,000	5 working days
\$10,001 to \$25,000	10 working days

The contractor shall notify the government within two working days of receipt of a Request for Proposal for an individual call record if the contractor cannot meet the above schedule. The contractor shall also propose an alternate schedule, subject to the approval of the Government.

PERFORMANCE OF BPA CALLS

In performance of work under this contract, the contractor shall:

- a. Provide the Ordering Officer with a weekly work schedule, listing the BPA call to be performed by the trades involved for the following week by 2:00 PM of the preceding Friday. The Ordering Officer shall be notified immediately if revisions of the schedule are necessary during the workweek.
- b. Arrange with the Ordering Officer a sequence of procedures, means of access, space for storage of materials and equipment, delivery of materials, use of approaches, corridors, and stairways. Since space for storage may be limited in work areas, the majority of storage may be outside or at the Contractor's assigned area. Only materials to be used for work under this contract may be stored at the assigned area.
- c. Ensure that operations on all adjacent properties are undisturbed during performance of work under this contract.

SPECIFICATIONS:

Technical direction/specifications shall be in accordance with the US Army Corps of Engineers Guide Specifications for Construction, Section 01010, attached.

DELIVERY SCHEDULE:

The time for completion of the work under the BPA call shall be stated therein. Delivery schedules shall include time for all activities from date of issuance of the BPA call, including ordering materials and time required for final clean-up, inspection, acceptance and close out of the BPA call.

NOTICE OF COMPLETION OF BPA CALL:

The contractor shall notify the Ordering Officer in writing upon completion of each individual BPA call. The Contractor shall give advance notice of the date work will be fully completed and ready for final inspection.

DEBRIS REMOVAL FROM SITE:

Load all trucks leaving the site with loose debris in a manner that will prevent dropping of materials on streets. Fasten suitable tarpaulins over the load before they enter surrounding streets. Comply with all regulations when handling hazardous materials.

MATERIALS DELIVERY & HANDLING:

The contractor shall provide the means, manpower and equipment to accept and unload all materials delivered to the sites for work under this contract. The government will not accept deliveries, nor will government equipment and manpower be used for material handling.

SECTION 01010

SECTION 01010

SPECIAL CLAUSES

PART 1 - ADMINISTRATIVE REQUIREMENTS

1.1. PROGRESS SCHEDULING AND REPORTING: (AUG 1999) The Contractor, shall provide the services outlined in each BPA Call within the time period specified by the BPA Call. For projects requiring outages or close coordination with the facilities the contractor may be requested to provide a simplified schedule outlining start and completion periods of critical items and overall completion of the work.

1.2. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (EFARS 52.0231.5000 (OCT 1995))

(a) This clause does not apply to terminations. See 52.249-5000, Basis for settlement of proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable conditions owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual costs data for each piece of equipment or groups of similar serial and services for which the government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs can not be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP1110-1-8 Construction Equipment Ownership and Operating Expenses Schedule, Region East. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Ordering Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

1.3. NEGOTIATED MODIFICATIONS: Modifications to any BPA Call will be prepared in the same format as the basic award in accordance with DFAR Clause 252.236, Modification Proposals – Price Breakdown. Whenever profit is negotiated as an element of price for any modification to this contract with either prime or subcontractor, a reasonable profit shall be negotiated or determined by using the OCE Weighted Guidelines method outlined in EFARS 15.902. (Sugg. NAB 84-232)

1.4. PHOTOGRAPHIC COVERAGE: (SEP 85) Ten digital photographs shall be taken of each individual property and appurtenances to be demolished. The photographs shall include before and after photos of each property. All photography under this contract shall be coordinated with the Ordering

Officer. The digital photographs shall be provided on CD ROM with the photographs labeled with Contract Number, Contract Name, Contractor Name, Date of Photo, Address of Property.

PART 2 - JOB CONDITIONS

2.1. LAYOUT OF WORK: (APR 1972) The Contractor shall lay out his work and shall be responsible for all measurements in connection therewith. The Contractor shall furnish, at his own expense, all templates, platforms, equipment, tools and materials and labor as may be required in laying out any part of the work. The Contractor will be held responsible for the execution of the work to such lines and elevations shown on the drawings or indicated by the Ordering Officer. (CENAB)

2.2. TRANSPORTATION FACILITIES: The work area is located in the Plot and Green Ridge sections of the City of Scranton. Access is available via Interstate I-81, the north and south branches of the Scranton Expressway and various State and Local roads within the City.

2.3. UTILITIES: All utility investigations, connections, and disconnections away from the immediate vicinity of the project site shall be coordinated with the Ordering Officer and directly with the appropriate local utility company.

2.3.1. AVAILABILITY OF UTILITIES INCLUDING LAVATORY FACILITIES: (JUN 1980) it shall be the responsibility of the Contractor to provide all utilities he may require during the entire life of the BPA Call. He shall make his own investigation and determinations as to the availability and adequacy of utilities for his use for construction purposes and domestic consumption. He shall install and maintain all necessary supply lines, connections, piping, and meters if required, but only at such locations and in such manner as approved by the Ordering Officer. Before final acceptance of work under this BPA Call, all temporary supply lines, connections and piping installed by the Contractor shall be removed by him in a manner satisfactory to the Ordering Officer. (CENAB)

2.3.2. Interruption of Utilities: (1972)

2.3.2.1. No utility services shall be interrupted by the Contractor to make connections, to relocate, or for any purpose without approval of the Ordering Officer.

2.3.2.2. Request for permission to shut down services shall be submitted in writing to the appropriate local utility company not less than 14 calendar days prior to date of proposed interruption. A copy of the shutdown request shall also be furnished to the Ordering Officer. The request shall give the following information:

2.3.2.2.1. Nature of Utility (Gas, L.P. or H.P., Water, Electric, Etc.)

2.3.2.2.2. Size of line and location of shutoff.

2.3.2.2.3. Buildings, rooms, and services affected.

2.3.2.2.4. Hours and date of shutoff.

2.3.2.2.5. Estimated length of time service will be interrupted.

2.3.2.3. Services will not be shut off until receipt of approval of the proposed hours and date from the Ordering Officer.

2.3.2.4. Shutoffs that will cause potential interruption of adjacent occupied properties as determined by the Ordering Officer shall be accomplished during regular non-work hours or on non-work days without any additional cost to the Government. (CENAB) All utility interruptions/cut-off's shall be coordinated with the appropriate utility company and with any adjacent property owners, which will be affected by the interruption.

2.3.3. Sanitation Facilities: The Contractor must make arrangements to supply his own sanitary facilities.

2.4. DISPOSAL OF EXISTING MATERIAL AND EQUIPMENT: (DEC 1975) All removed, dismantled or demolished material and/or equipment including rubble, scrap and debris not specified or indicated to be Government salvaged, reinstalled under this BPA Call or otherwise retained for disposal on Government land will become the property of the Contractor and shall be promptly removed from the site and disposed of by the Contractor at his own expense and responsibility. (CENAB)

2.5. COMPLIANCE WITH AGENCY REGULATIONS: (JUL 1980) The site of the work is within a residential neighborhood and all rules and regulations issued by the City of Scranton covering general safety, security, sanitary requirements, pollution control, traffic regulations and parking, shall be observed by the Contractor. Information regarding these requirements may be obtained by contacting the appropriate City agencies and/or authorities. (MEMO)

2.6. MAINTENANCE OF ACCESS: (DEC 1975) The Contractor shall not block passage through sidewalks, roads, or other entranceways to adjacent buildings during performance of work under this contract. In addition, the Contractor shall at all times maintain a safe site by backfilling or fencing open excavations, insuring that all debris is removed from walking areas, and that the site is left in a condition which will not create a nuisance for adjacent properties or pedestrians. All existing equipment, materials and debris removed during the performance of the work that is not to remain on site shall be removed daily from the site by the Contractor. (CENAB)

2.7. PROTECTION OF GOVERNMENT PROPERTY AND PERSONNEL: (DEC 1975)

2.7.1. All existing non-Contractor owned material and equipment within the work area shall be protected by the Contractor from damage caused by construction operations. As a minimum, the Contractor shall cover all furniture, and equipment in the work area with dust barriers and protect such items from any damage due to dust, vibration, water, heat or other conditions resulting from construction activities. Existing work damaged by construction operations, including water damage, shall be promptly repaired by the Contractor at his own expense.

2.7.2. The Contractor shall protect personnel by installing safety rails and/or barricades as applicable to prevent injury from unauthorized entry into work areas. Warning signs shall be erected as

necessary to indicate Construction areas or hazardous zones. Work shall proceed in such manner as to prevent the undue spread of dust and flying particles.

2.7.3. The Contractor shall take such additional measures as may be directed by the Ordering Officer to prevent damage or injury to non-Contractor property or personnel. (CENAB)

2.8. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER:

2.8.1. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance the contract clause entitled "Default: (Fixed Price Construction)". In order for the Ordering Officer to award a time extension under this clause, the following conditions must be satisfied:

- a. The weather experienced at the project site during the BPA Call period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
- b. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

c. Anticipated Adverse Weather Delays -

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
18	11	7	8	7	7	5	5	3	4	6	10

d. Impact

Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph "Anticipated Adverse Weather Delays", above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)".

2.9. WORKING HOURS: No work shall be performed between the hours of 6:00 p.m. and 7:00 a.m. prevailing time, Monday through Saturday. Except in the case of an emergency and/or with prior consent of the Ordering Officer, work is prohibited on Sundays and legal holidays.

2.10. EXISTING SITE UTILITIES:

2.10.1. UTILITY MARKING: The Contractor shall contact the Ordering Officer and the One-Call Service, a minimum of 7-days and 48-hours, respectively, prior to any excavation, requesting utility locations and markings. The Contractor shall not proceed with any excavation until all utilities, including abandoned utilities, have been marked to the satisfaction of the Ordering Officer. Prior to requesting the marking of utilities, the Contractor shall stake out proposed excavations and limits of work with white lines ("White Lining"). It is the Contractor's responsibility to ensure that all permits (excavation or otherwise, including facility permits) are current and up-to-date without expiration. In addition to the above requirements the Contractor shall:

a) Visually survey and verify that all utility markings are consistent with existing appurtenances such as manholes, valve boxes, poles, pedestals, pad-mounted devices, gas meters, etc. prior to any excavation.

b) Hand-dig test holes to verify the depth and location of all utilities prior to any mechanical excavation within the limits of work. Other non-damaging methods for utility verification, as indicated in (d) below, may be considered subject to approval by the Ordering Officer. Also, verify that any abandoned utilities are not active.

c) Preserve all utility markings for the duration of the project to the furthest extent possible.

d) When excavation is performed within 2 feet of any utility line, a non-damaging method of excavation shall be used. The non-damaging method shall be hand digging. Other non-damaging methods, such as, soft digging, vacuum excavation, pneumatic hand tools, may be considered subject to approval by the Ordering Officer.

e) Regardless of the type of excavation, the Contractor shall notify the Contracting Officer a minimum of 72 hours prior to any excavation activity. Failure to notify the Contracting Officer can result in the issuance of a "Stop Work" order, which shall not be justification for contract delay or time extension. The Government reserves the right to have personnel present on site during any type of excavation.

f) The Contractor's Quality Control System Manager shall ensure that all excavation requirements herein are met at the time of the preparatory phase of quality control, and that the excavation procedures are reviewed during the preparatory phase meeting. This preparatory phase of control shall also establish and document contingency plans and actions to be followed in the event that existing utilities are damaged or interrupted. Locations of shut off or isolation devices along with other safety features shall be established and their operation reviewed.

g) Any work other than excavation in the vicinity of a utility, that could damage or interrupt a utility, such as, exterior or interior work near transformers, power lines, poles, above ground gas lines, gas meters, etc., shall be done with extreme care. The Contractor shall specifically note during the preparatory phase of quality control, the construction techniques to be used to preclude damaging or interrupting any utility. This preparatory phase of control shall also establish and document contingency plans and actions to be followed in the event that existing utilities are damaged or interrupted. Locations of shut off or isolation devices along with other safety features shall be established and their operation reviewed.

h) The Contractor shall complete a Risk Assessment, using the attached checklist, at least one week prior to the start of any excavation or other work in the vicinity of a utility. The risk assessment shall be submitted for government approval prior to any excavation or other work in the vicinity of a utility. A risk assessment shall be completed for each definable feature of work encountering utilities and shall include all utilities anticipated to be encountered.

2.11. PROTECTION AND MAINTENANCE OF TRAFFIC: The Contractor shall maintain and protect traffic on all affected roads during any construction period except as otherwise specifically directed by the Ordering Officer. Measures for the protection and diversion of traffic, including the erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the City of Scranton. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.

PART 3 – SAFETY

3.1. APPLICABLE PUBLICATIONS: The publications listed below form a part of this specification and are referred to in the text by the basic designation only.

3.1.1. U.S. ARMY CORPS OF ENGINEERS:

EM 385-1-1 (3 Nov 03) U.S. Army Corps of Engineers Safety and Health Requirements Manual

3.2. GENERAL: Worker safety is of paramount importance. The Contractor shall comply with the Contract Clause in the Solicitation entitled ACCIDENT PREVENTION, including the U.S. Army Corps of Engineers Safety and Health Requirements Manual referred to therein in addition to the provisions of this specification.

3.3. SAFETY PROGRAM: The U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, and all subsequent revisions referred to in the Contract Clause ACCIDENT PREVENTION of this contract, are hereby supplemented as follows:

a. For each BPA Call, the Contractor shall designate an employee responsible for overall supervision of accident prevention activities. Such duties shall include: (1) assuring applicable safety requirements are (a) communicated to the workers in a language they understand (reference EM 385-1-1, 3 Sep 1996, OLA.04). It is the Contractor's responsibility to ascertain if there are workers on the job who do not speak and/or understand the English language. If such workers are employed by the prime contractor or subcontractors, at any tier, it is the prime contractor's responsibility to insure that all safety programs, signs, and tool box meetings are communicated to the workers in a language they understand, and that a bilingual employee is on site at all time. If the contractor contends that interpreters and/or bilingual signs are not required, certification must be provided which verifies that all workers (whose native tongue is other than English) have a command of the English language sufficient to understand all direction, training and safety requirements, whether written or oral, and (b) incorporated in work methods, and (2) inspecting the work to ensure that safety measures and instructions are actually applied. The proposed safety supervisor's name and qualifications shall be submitted in writing for approval to the Ordering Officer. This individual must have prior experience as a safety engineer or be able to demonstrate his/her familiarity and understanding of the safety requirements over a prescribed trial period. The safety engineer shall have the authority to act on behalf of the Contractor's general management to take whatever action is necessary to assure compliance with safety requirements. The safety supervisor is required to be on the site when work is being performed.

b. Prior to issuing any BPA Calls and commencement of any work at a job site, a safety meeting shall be held between the Contractor and the Corps of Engineers Ordering Officer's to discuss the Contractor's safety program and in particular to review the following submittals:

(1) Contracts Accident Prevention Plan: An acceptable accident prevention plan, written by the prime Contractor for the blanket purchase agreement that covers in general all aspects of work and implementing the pertinent requirements of EM 385-1-1, shall be submitted for Government approval.

(2) Activity Phase Hazard Analysis Plan: Prior to beginning each BPA Call, an activity hazard analysis (phase plan) shall be prepared by the Contractor for that phase of work and submitted to the Ordering Officer for approval. A phase is defined as an operation involving a type of work presenting hazards not experienced in previous operations or where a new subcontractor or work crew is to perform work. The analysis shall address the hazards for each activity performed in the phase and shall present the procedures and safeguards necessary to eliminate the hazards or reduce the risk to an acceptable level.

(3) HTRW Plan: The contractor shall prepare a plan to address the disposition of any HTRW materials identified through an independent preliminary assessment of the structure and or any other HTRW materials identified at the time of bidding or actual demolition. The plan shall address all HTRW materials which must be removed from the site prior to demolition and shall address removal procedures, packaging or bulking for shipping, shipping, hauling disposal sites, required manifests and notifications to PADEP. The plan shall also address any HTRW materials which are permitted to be shipped off site with the waste stream in accordance with applicable Federal, State and Local regulations, notifications to haulers and notifications to landfills/disposal sites. HTRW materials shall not be removed from the site either separately or with the demolition until this plan is considered acceptable.

c. Job site safety meetings shall be held as follows:

(1) A safety meeting shall be held at the start of work on each BPA Call for all supervisors on the project to review planned activities and operations and to establish safe working procedures to anticipated hazards. An outline report of each safety meeting shall be submitted to the Ordering Officer.

(2) At least one safety meeting shall be conducted weekly, or whenever new crews begin work, by the appropriate field supervisors or foremen for all workers. An outline report of the meeting giving date, time, attendance, subjects discussed and who conducted it shall be maintained and copies shall be submitted with the daily report for that day.

3.4. ACCIDENTS: Chargeable accidents are to be investigated by both Contractor personnel and the Ordering Officer.

3.4.1. Accident Reporting, Eng Form 3394: Section I, Paragraph 01.D, of EM 385-1-1 and the Contract Clause entitled ACCIDENT PREVENTION are amended as follows: The prime Contractor shall report on Eng Form 3394, supplied by the Ordering Officer, all injuries to his employees or subcontractors that result in lost time and all damage to property and/or equipment in excess of \$2,000 per incident. Verbal notification of such accident shall be made to the Ordering Officer within 24 hours. A written report on the above noted form shall be submitted to the Ordering Officer within 72 hours following such accidents. The written report shall include the following:

- a. A description of the circumstances leading up to the accident, the cause of the accident, and corrective measures taken to prevent recurrence.
- b. A description of the injury and name and location of the medical facility giving examination and treatment.
- c. A statement as to whether or not the employee was permitted to return to work after examination and treatment by the doctor, and if not, an estimate or statement of the number of days lost from work. If there have been days lost from work, state whether or not the employee has been re-examined and declared fit to resume work as of the date of the report.

3.4.2. OSHA Requirements:

3.4.2.1. OSHA Log: A copy of the Contractor's OSHA Log of Injuries shall be forwarded monthly to the Ordering Officer.

3.4.2.2. OSHA Inspections: Contractors shall immediately notify the Ordering Officer when an OSHA Compliance official (Federal or State representative) presents his/her credentials and informs the Contractor that the workplace will be inspected for OSHA compliance. Contractors shall also notify the Ordering Officer upon determination that an exit interview will take place upon completion of the OSHA inspection. (NABSA OCT 05, 1976)

PART 4 - CONTRACTOR QUALITY CONTROL

4.1. GENERAL: The Contractor shall provide and maintain an effective quality control program that complies with the Contract Clause entitled "Inspection of Construction." The Contractors Quality Control Program through inspection and reporting shall demonstrate and document the extent of compliance of all work with the standards and quality established by the contract document. The burden of proof of contract compliance is placed on the Contractor and not assumed by the Government. The Contractor's Quality Control will not be accepted without question.

4.2. CONTROL: Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. The CQC System Manager for each definable feature of work shall conduct at least three phases of control as follows:

4.2.1. Preparatory Phase: This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.

- b. Reviews of applicable contract drawings, if any.

- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.

d. Review of provisions that have been made to provide required control inspection and testing.

e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.

f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.

g. A review of the appropriate activity hazard analysis to assure safety requirements are met.

h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.

i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Ordering Officer. In addition all required notifications for items such as utilities (including Risk Assessments, PA ONE Call, etc.), asbestos, lead and/or HTRW materials, etc. (including forms and start dates for the performance of the work) must be discussed to insure that the proper notification forms are being utilized and the notifications are made within the time required to insure work can start within the time frame required.

j. Discussion of the initial control phase.

k. The Government shall be notified at least 24 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

4.2.2 Initial Phase: This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.

b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.

d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

4.2.3. Follow-up Phase: Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work, which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

4.2.4. Additional Preparatory and Initial Phases: Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

4.3 CONTRACTOR QUALITY CONTROL PLAN:

4.3.1. Not later than 5 days after award of the BPA the Contractor shall submit to the Ordering Officer for approval a Contractor Quality Control (CQC) Plan, commensurate with the cost of the project, showing proposed implementation of the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used for assuring quality control on BPA Calls. Issuing any BPA Calls will only be permitted to begin after acceptance of the CQC Plan.

4.3.2. The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a construction person with a minimum of 5 years in related work. This CQC System Manager shall be on the site as determined by the Ordering Officer and shall be employed by the prime Contractor. The CQC System Manager shall be assigned as System Manager but may have duties as project superintendent in addition to quality control. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

4.4. DOCUMENTATION: The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the specific work being performed and by whom, testing performed and test results, instructions given/received and conflicts in plans and/or specifications, job safety evaluations stating what was checked, results, and, a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include instructions or corrective actions and a list of deficiencies noted along with corrective action and a statement that equipment and materials incorporated in the work and workmanship comply with the contract.

The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. All calendar days shall be accounted for throughout the life of the BPA Call. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

4.5. WORK DEFICIENCIES: The Contractor shall not build upon or conceal non-conforming work. If deficiencies indicate that the Contractor's Quality Control is not adequate or does not produce the desired results, corrective actions shall be taken by the Contractor. If the Contractor does not promptly make the necessary corrections, the Ordering Officer may issue an order stopping all or any part of the work until satisfactory corrective action has been taken. Payment for deficient work will be withheld until work has been satisfactorily corrected or other action is taken pursuant to the Contract Clause entitled, "Inspection of Construction." If recurring deficiencies in an item or items indicated that the quality control is not adequate, such corrective actions shall be taken as directed by the Ordering Officer.

4.6. FORMS: Sample forms will be provided either during the preconstruction conference or upon request.

PART 5 – SUBMITTALS

(This part applies to the attached Division 1 submittal register and other technical submittal registers developed as part of the Contractor's design.)

5.1. SUBMITTAL CLASSIFICATION: Submittals are classified as follows:

5.1.1. Government Approved: Governmental approval is required for items designed as "Government Approved" on the attached Eng Form 4288 and other items as designated by the Ordering Officer.

5.1.2. Information Only: All submittals not requiring Government approval will be for information only.

5.2. APPROVED SUBMITTALS: The approval of submittals by the Ordering Officer shall not be construed as a complete check, but will indicate only that the information is satisfactory. Approval will not relieve the Contractor of the responsibility for any error, which may exist, as the Contractor under the CQC requirements of this contract, is responsible for the dimensions and design of adequate connections, details and satisfactory construction of all work.

5.3. DISAPPROVED SUBMITTALS: The Contractor shall make all corrections required by the Ordering Officer and promptly furnish a corrected submittal in the form and number of copies as specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, notice as required under Contract Clause entitled "Changes" shall be given promptly to the Ordering Officer.

5.4. GENERAL: The Contractor shall submit all items listed on the Submittal Register (ENG Form 4288). The Ordering Officer may request submittals in addition to those listed when deemed necessary to adequately describe the work. Submittals shall be made in the respective number of copies and submitted to the Ordering Officer. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor and each respective transmittal form (ENG Form 4025) shall be stamped, signed and dated by the Contractor certifying that the accompanying submittal complies with the contract requirements. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby.

5.5. SUBMITTAL REGISTER: (ENG Form 4288): This will be required as directed by the Ordering Officer. At the end of this section is one ENG Form 4288 listing items for which submittals are required by the Government-prepared specifications; this list may not be all inclusive and additional submittals may be required. Columns "c" through "p" (abbreviations in column "p" are defined as follows: "AR" means Area Office) have been completed by the Government. The Contractor shall complete columns "a", "b", and "q" through "y" and keep the submittal register up to date as submittals are made. The approved submittal register will be used to control submittals throughout the life of the BPA Call. This register and the progress schedules shall be coordinated.

5.6. SCHEDULING: Contractor will provide a schedule outlining the start and completion of each phase of work and overall project completion commensurate with the cost of the project.

5.7. TRANSMITTAL FORM (ENG Form 4025): This will be required as directed by the Ordering Officer. The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care will be exercised to ensure proper listing of the specification paragraph pertinent to the data submitted for each item.

5.8. SUBMITTAL PROCEDURE: Six (6) copies of submittals shall be made as follows:

5.8.1. Procedures: In the signature block provided on ENG Form 4025 the Contractor certifies that each item has been reviewed in detail and is correct and is in strict conformance with the Government-furnished specifications unless noted otherwise. The accuracy and completeness of submittals is the responsibility of the Contractor. Any costs due to resubmittal of documents caused by inaccuracy, lack of coordination, and/or checking shall be the responsibility of the Contractor. This shall include the handling and review time on the part of the Government. If these requirements are not met, the submittal may be returned for corrective action.

5.8.2. Deviations: For submittals which include proposed deviations requested by the Contractor, the column "variations" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

5.9. GOVERNMENT APPROVED SUBMITTALS: Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being stamped and dated. Two (2) copies of the submittal will be retained by the Ordering Officer and two (2) copies of the submittal will be returned to the Contractor.

5.10. INFORMATION ONLY SUBMITTALS: Normally submittals for information only will be returned. Approval of the Ordering Officer is not required on information only submittals. These submittals will be used for information purposes. The government reserves the right to require the Contractor to resubmit any item found not to comply with the BPA Call.

5.11. STAMPS: Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR
(Firm Name)

_____ Approved

_____ Approved with corrections as noted on submittal data and/or attached sheet(s).

SIGNATURE: _____

TITLE: _____

DATE: _____

PART 6 - ENVIRONMENTAL PROTECTION

6.1. APPLICABLE REGULATIONS: The Contractor and his subcontractors in the performance of this BPA Call, shall comply with all applicable Federal, State, and local laws and regulations concerning environmental pollution control and abatement in effect on the date of this solicitation, as well as the specific requirements stated elsewhere in the contract specifications or as directed by the Ordering Officer.

6.2. NOTIFICATION: The Ordering Officer will notify the Contractor of any non-compliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. If the Contractor fails or refuses to comply promptly, the Ordering Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of time lost due to any such stop order shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless it is later determined that the Contractor was in compliance.

6.3. PROTECTION OF WATER RESOURCES: The Contractor shall not pollute streams, lakes or reservoirs with fuels, oils, bitumens, calcium chloride, acid construction wastes or other harmful materials. All work under this contract shall be performed in such a manner that objectionable conditions will not be created in streams through or adjacent to the project areas.

6.4. BURNING: Burning will not be permitted.

6.5. DUST CONTROL: The Contractor shall maintain all work area free from dust that would contribute to air pollution. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment or similar methods will be permitted to control dust.

Sprinkling, where used, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs. If applicable, approved plastic sheeting or similar materials shall be placed over doorways of areas being renovated or be erected around work areas to prevent spread of dust to adjacent areas.

PART 7 – Not Used

PART 8 - TEMPORARY CONSTRUCTION ITEMS

8.1. GENERAL: The work covered by this section consists of furnishing all labor, materials, equipment, and services and performing all work required for or incidental to the items herein specified. No separate payment will be made for the construction and services required by this section, and all costs in connection therewith shall be included in the overall cost of the work unless specifically stated otherwise.

8.2. CONTRACTOR'S STORAGE AREAS, PARKING, AND FIELD OFFICE:

8.2.1. Administrative Field Office and Material Storage Facilities: The Contractor shall provide and maintain administrative field office and storage facilities at an approved location. Government office and warehouse facilities will not be available to the Contractor's personnel. Trailers utilized by the Contractor for administrative or material storage purposes shall present a clean and neat exterior appearance and shall be in a state of good repair. Trailers which, in the opinion of the Ordering Officer, require exterior painting or maintenance will not be allowed on Government property.

8.2.2. Storage Area: The Contractor Officer will designate a material/equipment storage location. Security for each area shall be sufficient to safeguard materials and equipment. If a fence is erected around material and equipment, as approved by the Ordering Officer, fence posts may be driven, in lieu of concrete bases, where soil conditions permit. Fencing shall be kept in a state of good repair and proper alignment. Materials shall not be stockpiled outside the fence in preparation for the next day's work.

8.2.3. Non-Roadway Areas: Should the Contractor elect to traverse with construction equipment or other vehicles grassed or unpaved areas which are not established roadways, such areas shall be covered with a layer of gravel as necessary to prevent rutting and the tracking of mud onto paved or established roadways; gravel gradation shall be at the Contractor's discretion.

8.2.4. Employee Parking: Contractor employees shall park construction and privately owned vehicles in an area designated by the Ordering Officer. This area will be within reasonable walking distance of the construction site. Contractor employee parking shall not interfere with existing and established parking requirements of the facility, nor block passage through facility roads.

8.2.5. Restoration of Storage Area: Upon completion of the project and after removal of trailers, materials, and equipment from within any fenced area, the fence shall be removed and will become the property of the Contractor. Areas used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition. Gravel used to traverse grassed areas shall be removed and the area restored to its original condition, including topsoil and seeding as necessary.

ATTACHMENTS:

- 1) NADB Form 1153

- 2) Risk Assessment for Excavation and Other Work In The Vicinity Of Utilities
- 3) Three-Page CQC Form
- 4) ENG Form 4288
- 5) ENG Form 4025

END

RISK ASSESSMENT FOR

EXCAVATION AND OTHER WORK IN THE VICINITY OF UTILITIES

PROJECT NAME: _____

CONTRACT NUMBER: _____

PROJECT INSTALLATION AND LOCATION: _____

REASON FOR EXCAVATION: _____

PROPOSED EXCAVATION START DATE: _____

1. ☐ **ESTABLISH** EXCAVATION DETAILS AND DRAWINGS (Check when completed)
2. ☐ PROPOSED EXCAVATION AREA MARKED ("white lining") (Check when completed)
3. ☐ CONTACT APPROPRIATE ONE-CALL SERVICE **FOR PUBLIC UTILITIES:**

MD: Miss Utility 1-800-257-7777 NY: New York City/Long Island One Call Center 1-800-272-4480
 DC: Miss Utility 1-800-257-7777 PA: Pennsylvania One-Call System Inc. 1-800-242-1776
 N. VA: Miss Utility 1-800-552-7777 ONE CALL NATIONAL REFERRAL CENTER 1-888-258-0808
 VA: Miss Utility of VA 1-800-552-7001

☐ **CONTACT INSTALLATION/OWNERS OF ALL PRIVATELY OWNED UTILITIES (NON ONE-CALL MEMBERS) (Check when completed)**

4. ☐ DATE UTILITIES MARKED AND METHOD OF MARKING

ONE-CALL LOCATORS _____

OTHER LOCATORS _____

5. ☐ CONTACT APPROPRIATE DPW REPRESENTATIVES AND COMPLY WITH INSTALLATION PERMIT REQUIREMENTS: _____

6. ☐ UTILITIES IDENTIFIED ON-SITE:

☐ NONE ☐ ELECTRIC ☐ GAS ☐ WATER ☐ TELEPHONE ☐ CATV ☐ SEWER
☐ OTHER _____

7. ☐ LEVEL OF RISK: (Based upon personnel safety and consequences of utility outages.)
☐ SEVERE: Excavation required within the immediate vicinity (<2-ft) of MARKED utility.
☐ MODERATE: Excavation required outside the immediate vicinity (>2-ft) of MARKED utility.
☐ MINIMAL: Excavation required in an area with NO utilities.

8. ☐ EXISTING FACILITIES/UTILITIES IN VICINITY:

☐ NON-CRITICAL ☐ MISSION CRITICAL ☐ HIGH PROFILE ☐ CEREMONIAL
☐ OTHER _____

☐ **CONSEQUENCES IF EXISTING UTILITIES ARE DAMAGED/DISRUPTED** _____

9. ☐ ENGINEERING CONTROLS REQUIRED: ☐ NONE ☐ HAND EXCAVATE TO LOCATE UTILITY
☐ EXCAVATE WITH DUE CARE ☐ OTHER _____

10. ☐ ADMINISTRATIVE CONTROLS REQUIRED:

☐ Notification of Contracting Officer's Representative, NOTIFIED on: _____

☐ Notification of Installation/DPW Representative, NOTIFIED on: _____

11. ☐ EMERGENCY NOTIFICATION AT INSTALLATION: POC & PHONE NUMBER: _____

THE INFORMATION NOTED ABOVE IS ACCURATE AND THE WORK IS READY TO PROCEED:
SIGNED and DATE _____ **CQC MANAGER**

12. ☐ ON-SITE GOVERNMENT REP. RECOMMENDATION FOR APPROVAL TO EXCAVATE:

☐ YES ☐ NO SIGNATURE AND DATE: _____

Comments: _____

13. ☐ AREA ENGINEER APPROVAL TO EXCAVATE: ☐ APPROVED ☐ DENIED

SIGNATURE AND DATE: _____

Comments: _____

SUBMITTAL REGISTER (ER 415-1-10)																	CONTRACT NUMBER								
TITLE AND LOCATION														CONTRACTOR			SPECIFICATION SECTION 01010								
TRANSMITTAL NO	ITEM NO	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	TYPE OF SUBMITTAL										CLASSIFICATION	CONTRACTOR SCHEDULE		CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS			
				DATA	DRAWINGS	INSTRUCTIONS	SCHEDULES	STATEMENTS	REPORTS	CERTIFICATES	SAMPLES	RECORDS	OPERATION AND MAINTENANCE		INFORMATION ONLY	GOVERNMENT APPROVED	REVIEWER	SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	CODE		DATE	SUBMIT TO GOVERNMENT	CODE
			CQC Plan	x			x	x	x						x	AR									
			Safety Plan	x				x	x						x	AR									
			Environmental Plan	x				x	x						x	AR									
			Risk Assessment													AR									
			Utility Termination Plan	x				x	x						x	AR									
			Remediation Plan - Asbestos, Lead and/or other HTRW Materials	x				x							x	AR									
			Soil Compaction Test Results							x			x		x	AR									
			Top Soil Test Results and Amenity Requirements								x				x	AR									
			Seeding Mix								x				x	AR									
			Disposal Site for materials removed from the site						x				x	x		AR									
			Extermination Plan													AR									

DEMOLITION TECHNICAL SPECS

TECHNICAL SPECIFICATIONS FOR DEMOLITION AND SITE CLEARANCE

CONTRACTORS ARE REQUIRED TO BE LICENSED CONTRACTORS IN THE CITY OF SCRANTON. THE AWARD OF THE CONTRACT IS CONTINGENT UPON THE SUBMISSION OF PROOF OF CURRENT LICENSE.

A. PROCEDURE

1. The Contractor shall first concentrate his demolition operation in the area designated by the Ordering Officer and complete this work as soon as possible.
2. This work shall be prosecuted in strict accordance with all rules and regulations, codes, and laws, (Federal, State, and Municipal) as may govern such operations.
3. It is mutually understood and agreed that the Contractor bids on this work as is, and that between the time of bidding and the time of actual possession of the properties by the Contractor, the Ordering Officer will not be held responsible for the loss from whatever cause of any things or materials which may have disappeared from the sites of demolition.
4. Before proceeding with any work, the Contractor shall secure all necessary permits, and submit receipts of same to the Ordering Officer.
5. The Contractor shall not commence any work, nor shall he remove any materials from the site until the contract has been awarded and the Contractor has received a written "Notice to Proceed".
6. Upon "Notice to Proceed", the Contractor shall exterminate and strip the building of its furniture and appliances not including doors and windows. The Contractor shall clean out each basement of all materials not acceptable for backfill. Prior to demolition, the contractor shall verify that all HTRW material has been removed from the structure with the exception of any materials that are permitted to be removed with the demolition. After all preliminary work has been completed, the contractor and the Ordering Officer and/or his representative shall inspect the structure to insure that the property is cleared for demolition. This inspection must be performed the demolition work can be started.
7. Upon the start of demolition, the Contractor shall remove (if used) padlocks and hasps and return them in good condition to the Ordering Officer; suitable barriers shall then be erected with danger sign posted.
8. The Contractor shall then proceed at once with the removal of the structures released to him and perform the work in such order as the Ordering Officer in its discretion may require.
- 8a. No person, not on the Contractor's or approved subcontractor's payroll, may be allowed on the site or engage in work covered by the contract. Such persons will be considered to be "trespassing" unless their presence has been approved by the Ordering Officer.

9. Verbal instructions given by any of the officers, agents, employees, or members of any other Government or Private Agency shall not be binding upon the Ordering Officer.
10. No work shall be performed between the hours of 6:00 p.m. and 7:00 a.m. prevailing time, Monday through Saturday. Work is also prohibited on Sundays and legal holidays except in the case of an emergency; and with prior Ordering Officer consent, may any work be performed during the above-prohibited periods.

B. RODENT EXTERMINATION

1. Before any demolition work commences, to prevent migration of rodents or other pests, thorough and efficient measures shall be pursued to exterminate them from the entire project area. A plan detailing the extermination methods that will be employed shall be submitted and approved prior to the implementation of the extermination methods.
2. Display appropriate warning signs in conspicuous places. These signs are to meet with the Ordering Officer's approval.
3. Methods and materials shall not be permanently injurious to persons or to domestic animals.

DEMOLITION

1. Before starting demolition, the contractor shall check to determine that all utility services, such as water, gas, electricity, and telephone have been disconnected at service mains in accordance with the rules and regulations governing the utility involved. Securely seal all sewer laterals at inside of curbs, unless not possible because of physical obstruction. The Contractor shall complete a Risk Assessment, using the attached checklist attached to Specification Section 1010, at least one-week prior to the start of any excavation or other work in the vicinity of a utility. The risk assessment shall be submitted for government approval prior to any excavation or other work in the vicinity of a utility. A risk assessment shall be completed for each definable feature of work encountering utilities and shall include all utilities anticipated to be encountered.
2. Sewer laterals shall be plugged in accordance with the requirements of the City of Scranton Sewer Authority requirements or as a minimum by using a heavy consistency concrete poured into line or trap inside first section inside curb. All plugging shall be inspected and approved by the City Code Enforcement Officer. If under a sidewalk, the Contractor shall, at his own expense, dig into the service line for plugging and then repair the sidewalk.
3. Barriers shall be erected and maintained by the Contractor around all operations and openings in the ground as long as such operations and openings shall, in the opinion of the Ordering Officer constitute a hazard or dangerous condition. These barricades shall be solid panel railing not less than 5' high, and plainly posted with danger warnings and "Keep Out" signs.
4. The Contractor shall furnish, erect, and maintain danger and "Keep Out" signs at places and locations where such signs are warranted, or as directed by the Ordering Officer. Such signs are to be sufficiently illuminated if so desired by the Ordering Officer.
5. The Contractor shall demolish structures in such a manner as to avoid hazards to persons and property, interference with the use of adjacent property, and interruption of free passage to and from such property.

6. Curbs, public sidewalks outside the lot line, and street paving are not to be disturbed. All curbs, public sidewalks, and street paving damaged or disturbed by the Contractor shall be restored by the Contractor, at his expense, to a satisfactory and safe condition, at least equal to that existing at the start of work.

7. The Contractor shall prevent or control all dust which may result from any demolition operation by the use of water, including, if necessary, the use of booster pumps adequate to supply water to the point of origin of the dust to the satisfaction of the Ordering Officer. In addition the contractor shall keep the roadway and adjoining properties free from mud and debris and shall sweep the street on a daily basis during days that work is performed.

8. The Contractor shall not close or obstruct any street, sidewalk, alley, or passageway, unless specifically authorized. No material whatsoever shall be placed or stored in streets, sidewalks, alleys, or passageways. The Contractor shall conduct his operations so as to interfere as little as possible use ordinarily made of any roads, street driveways, alleys, sidewalk facilities, etc., near enough to the work to be affected thereby.

9. The demolition of any structure shall be complete and its cellar area as well as all other subsurface areas within the limits of this contract shall be completely cleared before any backfilling operations may be started.

10. Party walls shall not be removed below the level of walls of adjacent structures that are to remain. Any walls left standing shall be capped in a manner satisfactory to the Ordering Officer. All plaster shall be removed and the walls made weather-tight.

11. The Contractor shall leave contiguous buildings in a safe condition and shall not deface, mar, hurt, or jeopardize any adjacent buildings, and any damage done to such adjacent or nearby buildings shall be repaired or restored by the Contractor, at his expense, to the satisfaction of the Ordering Officer.

12. In the demolition of buildings, other than buildings of wood frame construction, one story at a time shall be completely removed. No wall, chimney, or other construction shall be allowed to fall in mass on a upper floor. Bulky material, such as beams and columns shall be lowered and not allowed to fall.

(a) Chutes for the removal of materials and debris shall be provided in all such parts of demolition operations that are more than 20 feet above the point where the removal of material is affected.

(b) The bottom of each chute shall be equipped with a gate or stop, with suitable means for closing or regulating the flow of material.

(c) Chutes, floors, stairways and other places affected shall be sprinkled sufficiently to keep down dust.

13. The entire structure shall be removed, regardless of evaluation or location. All basement partitions, furnaces, heating apparatus, piping, gasoline or oil tanks, miscellaneous fixtures, and stairways shall be removed from the area of demolition. All remaining sheds, garages, debris, trees, shrubs, etc. shall be removed from the site and the remaining site shall be graded to drain. The final graded lot shall be seeded and the contractor shall take all measures necessary, including fertilizing, watering, mowing etc., to promote and establish a uniform grass cover.

14. All basement walls, floors, footers shall be removed and disposed of off site.

15. An HTRW material assessment of each property will be conducted by an independent inspection agency and shall be made available prior to bidding for the demolition of each property or group of properties. The assessment will identify all obvious HTRW materials (i.e., asbestos, lead, mercury, PCB's, etc.). Guidance regarding the proper removal and handling of those materials is noted below. Any asbestos, lead or other HTRW materials noted during the site visit or encountered during demolition, which are not included in the survey, must be brought to the

attention of the Ordering Officer either prior to the submission of the bid or prior to removal during construction. The contractor is responsible to provide a plan as to how the asbestos, lead or other HTRW materials will be removed and disposed of and what Engineering and Physical controls will be utilized to contain the materials during remediation. The plan shall also include the identification of any HTRW materials that must be removed from the site prior to demolition, including hauling manifesting, and disposal requirements. The plan must also address all HTRW materials that are permitted by Federal, State and Local regulations to be demolished with the structure, including notifications to the haulers and landfill or disposal site as such. The contractor shall comply with all Federal, State and Local regulations once the plan has been reviewed and approved.

a. Removal and Disposal of Asbestos Materials and Lead Abatement - the Contractor shall obtain necessary permits in conjunction with asbestos and lead removal, hauling, and disposition, and provide timely notification of such actions, including all notifications to PADEP, as may be required by federal, state, regional, and local authorities. The Contractor must comply with all laws, ordinances, rules and regulations of federal, state, regional, and local authorities regarding removal, handling, storing, transporting, and disposing of all HTRW materials. Note that the notifications shall not be made to PADEP until the plan has been approved to avoid the violation of the PADEP notification time limit requirements. The contractor must assure that the disposal facility is permitted to receive asbestos materials for disposal. A copy of the disposal facilities permit shall be submitted with the contractor's plan for disposal of asbestos materials.

b. Removal and Disposal of all other Hazardous Materials - the Contractor shall obtain necessary permits in conjunction with the removal, hauling, and disposition of all other hazardous materials, and provide timely notification of such actions as may be required by federal, state, regional, and local authorities. The Contractor must comply with all laws, ordinances, rules and regulations of federal, state, regional, and local authorities regarding handling, storing, transporting, and disposing of all hazardous waste materials. A copy of the disposal facilities permit shall be submitted with the contractor's plan for disposal of any hazardous materials being received.

c. Note that all properties constructed prior to 1985 are assumed to contain some lead based paint. The contractor is responsible to notify all material handlers, haulers, and disposal facilities of this condition and to insure that the disposal facility is permitted to receive such materials. A copy of the disposal facilities permit shall be submitted with the contractor's plan for disposal of lead based materials.

16. Acceptable backfill shall consist of clean earth, free from any demolition debris. The backfill shall consist of clean earth, free from any demolition debris, organic material, paper, glass, wood, or metal. The backfill shall be brought up to the original level of ground adjacent to the structure and any open lot.

17. All demolition work shall be performed by employees of the Contractor or by employees of an approved subcontractor. Every employee of the Contractor or subcontractor shall at all times wear on his person, plainly visible, a badge showing the name of the employer and the name of the employee.

18. The Contractor is encouraged to recycle materials from the property, however, the materials must be removed and offered for sale or recycling off of the premises. No materials shall be brought to the site for resale.

19. No combustible material shall be permitted to accumulate on the site. It shall be removed daily as it is produced. The inspector is empowered to stop all operations if in his opinion more than one day's accumulation is stored. Also, unacceptable material for backfill shall be removed daily and not be stored at the site in unsightly mounds. All this unacceptable material for backfill shall be brought to an approved landfill that will accept demolished waste. The Contractor shall submit copies of the Certified Weight Slips to the Ordering Officer.

20. Whenever the Contractor has need to enter upon any adjacent properties not owned by the Government, he shall obtain written permission from the owner thereof and on completion of any work shall leave the property clean and free of debris of any kind and shall repair any damage to property to the satisfaction of the owner, which may have been caused by his work or by his employees.

21. In the case of adjoining or partied demolitions, wherever joist holes, or any other breaks or depressions in remaining walls, are caused by the separation therefrom of joist, beams, flooring, roof, walls or any other parts of demolished structures which had been built into, or had been joined to remaining walls, said holes, depressions or other irregularities shall be filled up and repaired with approved brick and cement mortar, the whole of such repaired areas to be satisfactory cement mortar and said wall made weather-tight.

22. Should demolition of a building reveal a party wall of an adjoining building not to be demolished, which is not full width of proper masonry as required by regulations of the Ordering Officer or the City of Scranton Code Enforcement Officer, the Contractor shall fill in such area opening to make the remaining party wall conform with the above regulations, and be weather-tight. Any repairs to roof and flashing necessary shall be included in the contract. Where party walls are left standing and there capping has been disturbed by the Contractor's operations, the Contractor shall restore the capping to its former condition or as directed by the Ordering Officer.

23. In the event that the Contractor performs the work of demolition by use of mechanical equipment, he must insure and demonstrate that all debris, walls, floors, building materials, etc. are removed prior to placing any backfill.

24. No walls shall be thrown into any cellar. All operations in connection with demolition shall be completed in a workman-like manner acceptable to the Ordering Officer and to the City Code Enforcement Officer. Structural steel, cast iron, or heavy timbers shall be lowered carefully and removed individually.

25. Whenever, in the process of dismantling a structure, the existence of a mine shaft or other crevice is encountered, it shall be brought to the attention of the Ordering Officer and the sealing and capping of such openings shall be as directed by the Ordering Officer on the basis of a separately negotiated contract call. In general, all openings over 5 feet by 5 feet shall be capped with a reinforced concrete slab no less than 12 inches thick and consisting of sufficient steel reinforcement to sustain a super-imposed load of 150 pounds per square foot. Openings less than above shall be filled in with rock in sizes of not less than 4" by 8" or more than 12" by 24" and shall be chinked in with wedge stones and clean earth and well puddled to produce a well-compacted and unyielding surface.

26. All openings as described above shall be barricaded with a solid panel railing not less than 8 feet high and plainly posted with danger warning signs until such time as they are closed.

27. The successful bidder, to whom the contract is awarded, agrees hereby to indemnify and save the members of the Ordering Officer, the City of Scranton and any of its employees from all suits, actions, or claims of any character, time and description brought forth or on account of any injuries or damages received or sustained by any person, persons, or property by or from the successful bidder or by or in consequence of any neglect in safeguarding the work or in the performance of work, or through defective workmanship or materials, or by or on account of any act, omission, or misconduct of the successful bidder or any of his representatives, servants, or employees.

28. The contents of any cornerstones shall be carefully removed by the Contractor and turned over to the representative of the Ordering Officer on the site. It is distinctly understood that such contents are property of the Ordering Officer.

29. Vaults under sidewalks shall be filled in as follows: The paving and any supporting arches shall be removed and broken up as specified or removed from the site. Any floor slabs encountered shall be broken up as specified for cellar floors. All necessary permits shall be obtained and paid for and presented to the inspector for examination. Vaults shall be removed completely unless they are required to remain to house active utilities as demonstrated to the Ordering Officer and they shall be filled with the same material as used in cellars or clean earth fill. The top two feet of the fill shall consist of four inches of concrete paving on a four-inch bed of modified, well tampered or rolled.

30. The Contractor shall remove any refuse or other material of any kind upon request by the Ordering Officer from the sites covered by this contract, including the surface of vacant lots. Upon completion of the work, the sites shall be free of debris. The Contractor shall not deposit any material, debris, or backfill on any lots not specifically included in this contract or specifically approved by the Ordering Officer.

31. All operations in connection with backfilling, grading shall be performed and completed in such a manner as to insure proper drainage to prevent water from ponding on the property. The Contractor shall remove any refuse or other material of any kind from the site, including the surface of vacant lots in the project.

32. Upon completion, the site shall be clear of all bricks, stone, concrete, pavement, fences, shrubs or trees and their roots/stumps, or any other structures/features above the sidewalk or yard level and as specified herein. In addition, any below grade structures visible or noted during the demolition, including fuel tanks, septic tanks, buried debris must be removed from the site. Any wells found on site must be brought to the attention of the Ordering Officer and if so required must be reported to and backfilled in accordance with the requirements of PADEP procedures for closing and backfilling wells.

33. The Contractor shall obtain the signature of the Building Inspector on the permits for all buildings, which adjoin party walls that are to remain indicating that he approves the condition of the party wall.

34. The site will be left in a neat and orderly condition, which is subject to final approval, by the Ordering Officer.

35. For all building excavations or portions of excavations falling outside the limits of 5 feet beyond the proposed levee or floodwall footprint, the removal and backfill procedures stated above will be satisfactory.

36. The actual limits of all excavations shall be identified. Horizontal limits can be identified by coordinates or shown on the property description. Maximum excavated depth should be identified for each structure by elevation (feet NGVD). Provide a description of backfill materials be used for each structure.

37. For all building excavations or portions of excavations, all excavated slopes prior to backfill shall be no steeper than 1H:1V. As also required by the contract, all basement walls, floors, footers, etc. shall be removed. Broken concrete masonry and other demolition debris shall not be placed in the backfill. Satisfactory backfill material shall consist of those materials classified in ASTM D 2487 as GW, GP, GM, GC, SW SM, SC, ML, or CL or combinations thereof. Materials shall be placed in horizontal layers not exceeding 8-inches in uncompacted thickness or 6-inches when hand-operated mechanical compactors are used. Each layer shall be plowed disked, or otherwise broken up, moistened or aerated as necessary to obtain plus or minus 2% of optimum moisture, thoroughly mixed and compacted as required. Material shall be compacted by approved methods to the following percentage of the maximum density obtained by the test procedure presented in METHOD D of ASTM 1557, or AASHTO T-180, METHOD D (percent laboratory maximum density). For cohesive materials (GC, SC, ML, CL) - 90%. For cohesive materials (GW, GP, SW, or SM and GM if fines are non-plastic) - 95%. Testing frequency will be determined by the Ordering Officer's or his representative for each call. The contractor is responsible for having

an independent laboratory take these tests. Exceptions to allowable materials or compaction requirements should only be made with approval of the Ordering Officer or his representative.

SURVEY LETTER FOR 2514 AMELIA

TCI Environmental Services, Inc.

100 North Wilkes-Barre Boulevard
Wilkes-Barre, PA 18702

Phone (570) 823-9069 or (800) 843-3380

Fax (570) 823-9240

E-mail TPCorb@AOL.com

July 26, 2004

Alfred Zarnoski Jr.
US Army Corp of Engineers
Lackawanna River Resident Office
114-116 Lackawanna Avenue
Olyphant, PA 18447

RE: Pre-Demolition - Asbestos -Containing Materials Inspection, Sample Collection, Laboratory Analysis and Reporting Services for 2514 Amelia Ave., Scranton, PA.

Dear Mr. Zarnoski,

On July 26, 2004, TCI Environmental Services, Inc. had provided it services in performing a complete asbestos-containing building materials survey of a single-family house that are situated on the property know as 2514 Amelia Ave. in Scranton, Pa.

The asbestos inspection was conducted by AHERA certified / Pennsylvania accredited asbestos inspectors; Mr. Ted Corbett and Mr. Don Gupko. Upon obtaining access to the house, Mr. Ted Corbett and Mr. Don Gupko conducted a thorough visual inspection of each floor in the house including the basement and attic space. Based upon the walk through it was determined that "suspect" asbestos-containing materials (ACM's) may be present within or on various components within each house. A total of Fourteen Samples of the "suspect" ACM's were collected for laboratory analysis.

Material samples were analyzed for asbestos content by Polarized Light Microscopy (PLM) utilizing the EPA recommended methodology 600/R-93-116, July 1993. Laboratory analysis (see attached) indicated that Two of the Fourteen of the samples collected from within the building did contain equal to or greater than one percent (>1%) asbestos and should be addressed as "**asbestos-containing materials**". The remaining Twelve suspect material samples collected from within the house were found to contain **no asbestos** and therefore can be addressed as non-asbestos-containing building materials when performing demolition

The confirmed asbestos-containing material types, locations and approximate quantities are as follows;

- 2514 Amelia Ave. – 2 +/- square Ft. of flue packing in the basement.
- 200 +/- sq. ft. of linoleum in the Kitchen.

– 70 +/- liner Ft. of pipe insulation in the basement

Other items observed during the visual inspection are noted below.

2514 Amelia Ave. – 1st floor mercury switch thermostat,
1 florescent fixture in kitchen,
2 florescent fixtures in basement.
Lead based painted clapboards under vinyl siding

Should you have any questions concerning this report or need additional information, please do not hesitate to contact me personally.

Sincerely,

Donald Gupko
TCI Environmental Services, Inc.
PA. Asbestos Building Inspector # 005123

Enclosures

SURVEY LETTER FOR 2518 AMELIA

TCI Environmental Services, Inc.

100 North Wilkes-Barre Boulevard
Wilkes-Barre, PA 18702

Phone (570) 823-9069 or (800) 843-3380
Fax (570) 823-9240
E-mail TPCorb@AOL.com

July 26, 2004

Mr. Alfred Zarnoski, Jr.
US Army Corp of Engineers
Lackawanna River Resident Office
114-116 Lackawanna Avenue
Olyphant, PA 18447

RE: Pre-Demolition - Asbestos -Containing Materials Inspection, Sample Collection, Laboratory Analysis and Reporting Services for 2518 Amelia Ave., Scranton.

Dear Mr. Zarnoski,

On July 26, 2004, TCI Environmental Services, Inc. had provided it services in performing a complete asbestos-containing building materials survey of One (1) single-family house that is situated on the property known as 2518 Amelia Ave. Scranton, PA.

The asbestos inspection was conducted by AHERA certified / Pennsylvania accredited asbestos inspectors; Mr. Ted Corbett and Mr. Don Gupko. Upon obtaining access to the house, Mr. Ted Corbett and Mr. Don Gupko conducted a thorough visual inspection of each floor of the house including the basement and attic space. Based upon the walk through it was determined that "suspect" asbestos-containing materials (ACM's) may be present within or on various components within each house. A total of Eight Samples of the "suspect" ACM's were collected for laboratory analysis.

Material samples were analyzed for asbestos content by Polarized Light Microscopy (PLM) utilizing the EPA recommended methodology 600/R-93-116, July 1993. Laboratory analysis (see attached) indicated that One of the Eight samples collected from within the building did contain equal to or greater than one percent ($>1\%$) asbestos and should be addressed as "**asbestos-containing materials**". The remaining Seven suspect material samples collected from within the house were found to contain **no asbestos** and therefore can be addressed as non-asbestos-containing building materials when performing demolition

The confirmed asbestos-containing material types, locations and approximate quantities are as follows;

2518 Amelia Ave. - 200 +/- sq. ft. of linoleum paper backing in the Kitchen (underneath newer linoleum flooring).

Other items observed during the visual inspection are noted below.

2518 Amelia Ave. – 1st floor mercury switch thermostat,
2 florescent 2'x2' light fixtures in kitchen,
1 florescent 2 tube light fixture in bathroom,
1 250-gallon oil tank located outside under rear porch.
Lead based painted clapboards under vinyl siding

Should you have any questions concerning this report or need additional information, please do not hesitate to contact me personally.

Sincerely,

Donald Gupko
TCI Environmental Services, Inc.
PA. Asbestos Building Inspector # 005123

Enclosures

BLANKET PURCHASE AGREEMENT (BPA) CALL (SAMPLE)

[illegible]

WAGE DETERMINATION

WAGE DETERMINATION DECISION

of the SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) of the Contract Clauses*:

Decision No. PA030014 dated 24 September 2004

HEAVY CONSTRUCTION WAGE SCHEDULES FOR LACKAWANNA COUNTY
ONLY APPLY TO THIS PROJECT.

*WAGE DETERMINATIONS: The provisions of the Davis-Bacon Act also apply to employees who work at off-site facilities such as batch plants, rock quarries, sand pits, and the like, which are set up exclusively to furnish material to the on-site construction project and are reasonably near the construction site. Accordingly, contractors are required to maintain complete records on such employees. However, operations of a "commercial supplies" or "material-man" established in proximity to but not on the actual site of work prior to the opening of bids are not covered by the Act even if dedicated exclusively to the Federal project for a time. (29 CFR 5.2(1))

General Decision Number: PA030014 09/24/2004

General Decision Number: PA030014 09/24/2004

Superseded General Decision Number: PA020014

State: Pennsylvania

Construction Types: Heavy and Highway

Counties: Adams, Berks, Bradford, Carbon, Columbia, Cumberland, Dauphin, Juniata, Lackawanna, Lancaster, Lebanon, Lehigh, Luzerne, Lycoming, Monroe, Montour, Northampton, Northumberland, Perry, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming and York Counties in Pennsylvania.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (Excluding Sewer Grouting Projects and Excluding Sewage and Water Treatment Plant Projects)

Modification Number	Publication Date
0	06/13/2003
1	11/14/2003
2	11/21/2003
3	12/05/2003
4	12/12/2003
5	01/16/2004
6	03/05/2004
7	04/16/2004
8	06/18/2004
9	06/25/2004
10	07/09/2004
11	07/30/2004
12	08/13/2004
13	09/17/2004
14	09/24/2004

* BOIL0013-003 08/30/2004

	Rates	Fringes
Boilermaker.....	\$ 33.01	18.06

CARP0076-011 05/01/2004

COLUMBIA, MONTOUR, NORTHUMBERLAND, SCHUYLKILL, SNYDER, UNION, the lower part of Luzerne county, Carbon County, Banks, Lusanna, Lehigh, Packer, Kidder townships, and part of Penn Forest

	Rates	Fringes
Millwright.....	\$ 23.81	10.60

CARP0191-002 05/01/2003

YORK COUNTY

	Rates	Fringes
Millwright.....	\$ 20.97	7.62

CARP0287-009 05/01/2004

ADAMS, CUMBERLAND, DAUPHIN, JUNIATA, LANCASTER, LEBANON, PERRY, NEW CUMBERLAND ARMY DEPOT AND HARRISBURG YORK STATE AIRPORT IN YORK COUNTY

	Rates	Fringes
Millwright.....	\$ 24.31	10.12

CARP0454-005 07/01/2004		
LEHIGH AND NORTHAMPTON COUNTIES		
	Rates	Fringes
Piledriverman.....	\$ 30.60	19.69+A
Footnote: PAID HOLIDAYS: Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (provided the employee works the day before the holiday and the day after the holiday).		

CARP0492-002 05/01/2004		
BERKS COUNTY		
	Rates	Fringes
Millwright.....	\$ 25.94	8.42

CARP0600-005 07/01/2003		
LEHIGH AND NORTHAMPTON COUNTIES		
	Rates	Fringes
Carpenter.....	\$ 26.18	12.91

CARP1906-002 07/01/2004		
CARBON (Townships: East Penn, Lower Towamensing, Mahoning, Franklin, Towamensing, Penn Forest. Everything south of Route 903 and east to the Kidder Township Line. Boroughs: Hauto, Nesquehoning, Lansford, Summit Hill, Jim Thorpe, Weissport, Bownmanstown, Palmerton, Lehigh, and Parryville) , LEHIGH AND NORTHAMPTON COUNTIES		
	Rates	Fringes
Millwright.....	\$ 27.83	14.87

CARP2235-008 05/01/2003		
EXCEPT LEHIGH AND NORTHAMPTON COUNTIES		
	Rates	Fringes
Piledriverman.....	\$ 21.87	6.10

CARP2274-002 05/01/2004		
EXCEPT LEHIGH AND NORTHAMPTON COUNTIES		
	Rates	Fringes
Carpenter.....	\$ 22.24	6.67

ELEC0126-001 07/01/2004		
	Rates	Fringes
Line Construction (ADAMS, CUMBERLAND, DAUPHIN, LANCASTER, LEBANON, JUNIATA, PERRY AND YORK COUNTIES)		
Groundman.....	\$ 16.51	4.80+18.75%
Lineman.....	\$ 27.52	4.80+18.75%
Truck Driver.....	\$ 17.89	4.80+18.75%
Winch Truck Operator.....	\$ 19.26	4.80+18.75%

ELEC1319-001 12/02/2002		
BRADFORD, CARBON, COLUMBIA, LACKAWANNA, LUZERNE, LYCOMING, MONROE, MONTGOMERY, NORTHAMPTON, PIKE, SCHUYLKILL, SNYDER, SULLIVAN, SUSQUEHANNA, TIOGA, UNION, WAYNE, AND WYOMING COUNTIES		
	Rates	Fringes
Line Construction:		

Groundmen.....	\$ 18.14	6%+6.80
Lineman.....	\$ 28.79	6%+6.80
Truck Drivers.....	\$ 20.15	6%+6.80
Winch Truck Operators.....	\$ 20.44	6%+6.80

ELEC2011-001 05/01/1988

ADAMS, BERKS, CUMBERLAND, DAUPHIN, JUNIATA, LANCASTER, LEBANON,
LEHIGH, NORTHAMPTON, AND PERRY COUNTIES

	Rates	Fringes
Line Construction:		
(RAILROAD ONLY)		
GROUP 1.....	\$ 12.34	6%+.06+A
GROUP 2.....	\$ 12.34	6%+.60+A
GROUP 3.....	\$ 10.78	6%+.60+A

FOOTNOTE:

A. PAID HOLIDAYS: New Year's Day, Memorial Day,
Independence Day, Labor Day, Election Day, Thanksgiving Day
and Christmas Day, provided the employee works the day
before and after the holiday.

LINE CONSTRUCTION CLASSIFICATIONS

GROUP 1: Linemen

GROUP 2: Hoisting equipment - when erecting complete towers,
erecting framed structures, erecting steel transmission
poles, erecting railroad pole extensions and crossbeams and
when operating personnel lift baskets. Tension pulling
equipment under energized conditions - parallel with other
energized circuits or above energized circuits on same
structure not to include crossovers. Bundled conductor
stringing including static conductors on bundled conductor
lines. Excavating augers 36" inches in diameter or larger,
5/8 cubic yard, backhoe and larger, trencher over four feet
in depth, bulldozer D-6 (caterpillar) or larger, and blade
on finish grade work.

GROUP 3: Operators of all other equipment.

ENGI0542-004 05/01/2004

	Rates	Fringes
Power equipment operators:		
(HIGHWAY CONSTRUCTION AND		
WATER LINES CONSTRUCTION		
(OFF PLANT SITE))		
GROUP 1.....	\$ 20.697	13.38
GROUP 1a.....	\$ 23.22	14.04
GROUP 2.....	\$ 20.02	12.81
GROUP 3.....	\$ 19.46	12.47
GROUP 4.....	\$ 19.02	12.33
GROUP 5.....	\$ 18.51	12.18
GROUP 6.....	\$ 21.21	13.44
GROUP 6a.....	\$ 23.46	14.10

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 - Pile drivers, all types of cranes, all types of
backhoes, draglines, keystones, all types of shovels,
derricks, trench shovels, trenching machines, paver
(blacktop and concrete), gradalls, all front end loaders,
tandem scrapers, pippin types backhoes, boat captains,
batch plant with mixer, drill self contained (drill-master
type), CMI Autograde, milling machine, vemeer saw,
conveyor loader (euclid type) scraper and tournapulls,
bulldozers and tractors, concrete pumps, motor patrols,

mechanic welders, log skidder, side boom, bobcat type (with attachments), boring machines including directional boring machines, chipper with boom, hydro ax, machines similar to the above including remote control equipment.

GROUP 1a: Crawler backhoes and Crawler gradalls over one cubic yard factory rating; Hydraulic backhoes over one cubic yard factory rating; All types of cranes 15 ton and over factory rating; Single person operation truck cranes 15 ton and over factory rating; Cherry picker type machinery and equipment 15 ton and over factory rating; Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 2 - Spreaders, asphalt plant engineers, rollers (high grade finishing), machine similar to above, including remote control equipment.

GROUP 3 - Welding machine, well points, compressors, pump heaters, farm tractors, form line graders, ditch witch type trencher, road finishing machines, concrete breaking machines, rollers, miscellaneous equipment operator, seaman pulverizing mixer, power broom, seeding spreader, tireman - (for power equipment) conveyors, loaders other than EUC type, conveyors, driller second class, machines similar to the above including remote control equipment.

GROUP 4 - Fireman and grease truck

GROUP 5 - Oilers and deck hands

GROUP 6 - All machines with booms (including jibs, masts, leads, etc.) 100 ft. and over.

GROUP 6a: All machines with Booms (including Jibs, Masts, Leads, etc.) 100 feet 15 ton and over factory rating; Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

TOXIC/HAZARDOUS WASTE REMOVAL

Add 20 per cent to basic hourly rate for all classifications

ENGI0542-022 05/01/2004

	Rates	Fringes
Power equipment operators: (HEAVY CONSTRUCTION:)		
GROUP 1.....	\$ 22.93	13.98+A
GROUP 1a.....	\$ 25.18	14.64+A
GROUP 2.....	\$ 22.65	13.89+A
GROUP 2a.....	\$ 24.90	14.55+A
GROUP 3.....	\$ 20.11	12.65+A
GROUP 4.....	\$ 18.98	12.31+A
GROUP 5.....	\$ 18.53	12.18+A
GROUP 6.....	\$ 17.64	11.93+A

HEAVY CONSTRUCTION:

FOOTNOTE:

A: PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, the employee works the day before and the day after the holiday.

TOXIC/HAZARDOUS WASTE REMOVAL

Add 20 per cent to basic hourly rate for all classifications

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Machines doing hook work, any machine handling machinery, cable spinning machines, helicopters, machines similar to the above, including remote control equipment.

GROUP 1a: Machines doing hook work; Machines handling machinery; All types of cranes 15 ton and over factory rating; Cable ways; Draglines 15 ton and over factory rating; High Rail/Burro Crane 15 ton and over factory rating; Rail Loader (Winch Boom Type) 15 ton and over factory rating; Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 2: All types of cranes (except cranes doing hook work), backhoes, cableways, draglines, keystones, shovels, derricks, trench shovels, trenching machines, hoist with two towers, pavers 21E and over, overhead cranes, building hoists (double drum) gradalls, mucking machines in tunnels, front end loaders, tandem scrapers, pippin type backhoes, boat captains, batch plant operators concrete drills, self-contained rotary drills, fork lifts, 20ft, lift and over, scrapers, tournapulls, spreaders, bulldozers and tractors, rollers (high grade finishing), mechanic-welder, motor patrols, concrete pumps, grease truck, bob cat type (all attachments), boring machines including directional boring machines, hydro ax, side boom, vermeer saw, chipper with boom, machines similar to the above including remote control equipment

GROUP 2a: Crawler backhoes and crawler gradalls over one cubic yard factory rating; Hydraulic backhoes over one cubic yard factory rating; Equipment 15 ton and over factory rating; Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 3: Conveyors, building hoist (single drum), high or low pressure boilers, drill operators, well drillers, asphalt plant engineers, ditch witch type trencher, second class driller, forklift truck under 20ft. lift, stump grinder tireman grinder, tireman (for power equipment), machines similar to above including remote control equipment.

GROUP 4: Welding machines, well points, compressors, pumps, heaters, farm tractors, form line graders, road finishing machines, concrete breaking machines, rollers, seaman pulverizing mixer, power boom, seeding spreader, chipper without boom, machines similar to the above including remote control equipment.

GROUP 5: Fireman.

GROUP 6: Oilers and deck hands (personnel boats).

IRON0036-002 07/01/2003

CARBON, LEHIGH (Except Fogelsville), NORTHAMPTON AND MONROE
(Except Tobyhanna Army Depot)

	Rates	Fringes
Ironworkers:		
Projects Over 25 Million		
Dollars.....	\$ 26.95	14.02
Projects Under 25 Million		
Dollars.....	\$ 26.45	14.02

IRON0404-006 01/01/2004

ADAMS, CUMBERLAND, DAUPHIN, LEBANON (Western 3/4), LANCASTER
(Western part), LYCOMING, MONTOUR, NORTHUMBERLAND, JUNIATA,
PERRY, SCHUYLKILL (Western tip to include the twps. of Fearnot,

Good Spring, Hegins, Jolett, Klingerstown, Muir, Pittman Haas, Rough and Ready, Sacramento, Spring Glen, Suedberg, Tower City, and Valley View), SNYDER, UNION, AND YORK COUNTIES

	Rates	Fringes
Ironworkers:		
Reinforcing.....	\$ 21.17	12.95
Structural, Ornamental.....	\$ 24.17	12.95

IRON0420-006 07/01/2003

BERKS, LANCASTER (Eastern Part), LEBANON (Eastern 1/4), LEHIGH (Fogelsville), AND SCHUYKILL (Remainder) COUNTIES

	Rates	Fringes
Ironworkers:		
Projects less than		
\$200,000,000.....	\$ 24.10	13.45
STRUCTURAL, ORNAMENTAL,		
AND REINFORCING: Projects		
\$200,000,000 and greater,		
(all work).....	\$ 26.10	13.45

IRON0489-002 07/01/2003

BRADFORD, COLUMBIA, LACKAWANNA, LUZERNE, MONROE (Tobyhanna Depot only), PIKE, SULLIVAN, TIOGA, SUSQUEHANNA, WAYNE, WYOMING, CARBON (Northern tip - McAdoo), LYCOMING (Southern tip - Hughsville)

	Rates	Fringes
Ironworkers:		
Reinforcing.....	\$ 25.92	14.85
Structural and Ornamental...	\$ 26.17	14.85

LABO0158-001 05/01/2004

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 17.78	7.68
GROUP 2.....	\$ 18.42	7.68
GROUP 3.....	\$ 18.13	7.68
GROUP 4.....	\$ 13.17	7.68
GROUP 5.....	\$ 18.80	7.68
GROUP 6.....	\$ 20.79	7.68
GROUP 7.....	\$ 18.22	7.68
GROUP 8.....	\$ 18.51	7.68
GROUP 9.....	\$ 18.99	7.68
GROUP10.....	\$ 19.35	7.68
GROUP11.....	\$ 19.73	7.68

LABORERS CLASSIFICATIONS

GROUP 1: Common laborers, concrete pitman, puddlers, highway slab reinforcement placers, dumpman, landscape seeders, planters, arborist, magazine tenders, laser beam, spotters, railroad trackman, signalman, waterproofing labers, fencing (highway right of way or property line), concrete tester, grade checker, highway guard rail, highway direction signs, (ground mounted or structural mounted), asphalt rakers, asphalt tamper, creedman and lutes conduit and duct layers, pneumatic tool operators, jackmammers, paving breakers, concrete saws, asphalt saws, whackers, tampers, vibrators, chainsaw, and concrete block layers (bridge slopes), sheet hammer, electric vibrators, pipe layers, conduit and duct line layers, burning torch.

GROUP 2: Reinforcing steel placers, aligning, bonding,

securiing and welders blasters
 GROUP 3: Caisson-open air below 8 feet, cofferdam open air below 8 feet where excavations for circular caissons and cofferdams 8 ft and below level of natural grade adjacent to starting point, form setters (road) wagon drill diamond point drill, gunite nozzle operators, walk behind rollers and concrete rubbers.
 GROUP 4: Flag person, traffic directors
 GROUP 5: Concrete surfacers
 GROUP 6: Toxic waste and asbestos removal
 FREE AIR TUNNELS AND ROCK SHAFTS
 GROUP 7: Outside labers in conjunction with tunnels, rock shafts and change house attendant
 GROUP 8: Chuck tenders, muckers, nippers, miners, inside laborers, grout men, powder-carriers, form-men
 GROUP 9: Miners, drillers, blasters, pneumatic shield operators, lining, spotting and timber workmen
 GROUP 10: Reinforcing steel placers, bending, aligning and securing and maintenance men
 GROUP 11: Concrete surfacers , welders

 PAIN0021-026 05/01/2003

ADAMS, CUMBERLAND, DAUPHIN, LANCASTER, PERRY, AND YORK COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 23.83	5.95
Brush.....	\$ 21.00	5.95
Spray, Sandblast.....	\$ 22.00	5.95

 PAIN0057-021 06/01/2004

JUNIATA COUNTY

	Rates	Fringes
Painters:		
Brush (Commercial & Roller)....	\$ 21.23	10.35
Industrial Brush & Roller....	\$ 23.53	10.35
Spray.....	\$ 24.03	10.35

 PAIN1021-001 05/01/2002

CARBON, LEHIGH, NORTHAMPTON, AND MONROE COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 22.42	8.25
Brush, Roller.....	\$ 21.55	8.25
Spray, Sandblast.....	\$ 22.55	8.25

 PAIN1021-002 05/01/2002

BERKS, BRADFORD, COLUMBIA, LACKWANNA, LEBANON, LUZERNE, LYCOMING, MONTOUR, NORTHUMBERLAND, PIKE, SCHUYLKILL, SNYDER, SULLIVAN, SUSQUEHANNA, TIOGA, UNION, WAYNE, WYOMING COUNTIES

	Rates	Fringes
Painters:		
Bridge; Brush, Roller.....	\$ 22.30	8.00
Bridge; Spray.....	\$ 23.30	8.00
Brush and roller.....	\$ 21.35	8.00
Spray, Sandblast.....	\$ 22.35	8.00

 PLAS0592-004 06/01/2004

MONROE COUNTY; (EXCEPT TOBYHANNA DEPOT)

Rates	Fringes
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Cement Mason.....	\$ 23.33	5.50

PLAS0592-005 06/01/2004		
COLUMBIA COUNTY		
	Rates	Fringes
Cement Mason.....	\$ 23.33	5.50

PLAS0592-017 06/01/2004		
	Rates	Fringes
Cement Mason		
BERKS (Except Northeastern part), LEBANON (Eastern part) LANCASTER (Northeastern part). In Berks County through East Greenville, Huffs Church, Fredericksville, Dryville, Lyon Station, Kutztown, Krumsville and Stoney Run to Lehigh County Line, Thence along Lehigh County Line to Schuylkill County Line to Lebanon County Line, along Lebanon County Line to Route 501 North to Myerstown, Then South through Myerstown to PA Turnpike in Lancaster County, East on Turnpike to Morgantown in Berks County).....	\$ 22.00	8.35
BERKS (Northeastern part lying North of a line starting from the Southern boundary line of Lehigh County continuing through Huffs Church, Fredericksville, Dryville, Lyon Station, Kutztown, Krumsville, and Stoney run in Berks County to the Lehigh County line), CARBON, LEHIGH, NORTHAMPTON (Northwest part including the towns of Walnutport, Bath, and Northampton) COUNTIES.....	\$ 21.75	11.78
BRADFORD, LACKAWANNA, LUZERNE, LYCOMING, MONROE (Tobyhanna), SCHUYLKILL, SULLIVAN, TIOGA, UNION AND WYOMING COUNTIES.....	\$ 23.33	5.50
CUMBERLAND, DAUPHIN, FRANKLIN, FULTON, JUNIATA, MONTGOMERY, NORTHUMBERLAND, PERRY, SNYDER; and parts of ADAMS, LEBANON AND YORK COUNTIES.....	\$ 21.02	8.21
The following portions of		

LANCASTER, YORK, ADAMS AND
CUMBERLAND COUNTIES
(Within the following
Boundary Lines: starting
at the Maryland State
Line, North on the
Lancaster-Chester County
Line to Berks County Line.
North to the PA Turnpike,
West on the Turnpike to
Route 501. North on Route
501 to Lancaster-Dauphine
County Line, then West to
the Susquehanna River,
cross the river to Route
920 and continue to
Goldsboro, Lewisberry and
Rossville to Dillsburg,
thence to Route 15 to
Heidlersburg, thence on
Route 234 to Junction of
Route 334, up Route 334 to
Route 34 to junction of
road immediately South of
Hunters' Run; Then to Pine
Grove Furnace, Continue on
Route 233 to Mont Alto;
Thence on Route 997 to
road immediately South of
Fayetteville; Thence
through New Franklin to
Marion; Thence to St.
Thomas, then on Route eo
through Fort Loudon to
Franklin County Line at
Tuscarora Mts. Then South
on the Franklin-Fulton
County Line to Maryland
State Line).....\$ 21.60 9.55

PLAS9592-002 05/01/2000
MONROE COUNTY (TOBYHANNA ARMY DEPOT)

	Rates	Fringes
Cement Mason.....	\$ 21.88	4.05

TEAM0229-003 05/01/2003

	Rates	Fringes
Truck Driver (ADAMS, BERKS, CARBON, COLUMBIA, CUMBERLAND, DAUPHIN, JUNIATA, LACKAWANA, LANCASTER, LEBANON, LEHIGH, LUZERNE, LYCOMING, MONROE, MONTOUR, NORTHAMPTON, NORTHUMBERLAND, PERRY, PIKE, SCHUYKILL, SNYDER, SULLIVAN, SUSQUEHANNA, UNION, WAYNE, WYOMING, AND YORK COUNTIES)		
GROUP 1.....	\$ 23.83	
GROUP 2.....	\$ 23.90	

GROUP 3.....\$ 24.39
 Truck drivers: (BRADFORD AND
 TIOGA COUNTIES)
 GROUP 1.....\$ 14.94 8.89
 GROUP 2.....\$ 15.01 8.89
 GROUP 3.....\$ 15.50 8.89
 TRUCK DRIVERS CLASSIFICATIONS
 GROUP 1 - Stake body truck (single axle, dumpster)
 GROUP 2 - Dump trucks, tandem and batch trucks,
 semi-trailers, agitator mixer trucks, Ready-mix and
 dumpcrete type vehicles, asphalt distributors when used for
 transportation, stake body truck (tandem)
 GROUP 3 - Euclid-type, off highway equipment-back or belly
 dump trucks and double-hitched equipment, straddle (ross)
 carrier, low-bed trailers

 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.
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Unlisted classifications needed for work not included within
 the scope of the classifications listed may be added after
 award only as provided in the labor standards contract clauses
 (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
 listed under the identifier do not reflect collectively
 bargained wage and fringe benefit rates. Other designations
 indicate unions whose rates have been determined to be
 prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
 be:

- * an existing published wage determination
 - * a survey underlying a wage determination
 - * a Wage and Hour Division letter setting forth a position on
 a wage determination matter
 - * a conformance (additional classification and rate) ruling
- On survey related matters, initial contact, including requests
 for summaries of surveys, should be with the Wage and Hour
 Regional Office for the area in which the survey was conducted
 because those Regional Offices have responsibility for the
 Davis-Bacon survey program. If the response from this initial
 contact is not satisfactory, then the process described in 2.)
 and 3.) should be followed.

With regard to any other matter not yet ripe for the formal
 process described here, initial contact should be with the
 Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an
 interested party (those affected by the action) can request
 review and reconsideration from the Wage and Hour Administrator
 (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION